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PATENT AND TRADEMARK OFFICE

PATENT

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ORIGINALLY FILED
23-02

APPLICANTS: Michael Doyle, Robert Hamilton, Marc Perrone, Paul Doyle & Glenn Bernsohn

APPLICATION NO.: 09/844,790

FILING DATE: April 26, 2001

TITLE: System And Method For Graphical Indicia For The Certification of Records

EXAMINER: not yet known

GROUP ART UNIT: 2131

ATTY. DKT. NO.: 23249-06889

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner For Patents, Washington, D.C. 20231, on the date shown below.

Dated: June 28, 2002

By: Edward J. Radlo
Edward J. Radlo, Reg. No.: 26,793

COMMISSIONER FOR PATENTS
WASHINGTON, D.C. 20231

REVOCATION AND SUBSTITUTE POWER OF ATTORNEY

SIR:

The undersigned officer of DFS Linkages, Inc., assignee of record of the entire right, title and interest in and to the above-identified patent application, hereby revokes all prior powers of attorney previously appointed in the above-referenced application, and hereby appoints:

Name	Registration Number	Name	Registration Number
Edward J. Radlo	26,793	Bradley D. Baugh	44,543
Michael W. Farn	41,015		

as its attorneys to prosecute the above-referenced application and any continuing applications, to maintain the ensuing patent, and to transact all other business in the U.S. Patent and Trademark Office connected therewith.

Attached to this power is a Certificate under 37 CFR § 3.73(b).

Please direct all communication relative to the above-referenced application to the following new correspondence address:

Edward J. Radlo
Fenwick & West LLP
Two Palo Alto Square
Palo Alto, CA 94306
Tel: (650) 858-7142
Fax.: (650) 494-1417

Respectfully submitted,
DFS Linkages, Inc.

Date: 6/7/02

Signature: 

Name: Paul F. Doyle

GENERAL MANAGER

Title: _____

Certificate Under 37 CFR § 3.73(b)

Applicant:



Michael D. Doyle, Robert G. Hamilton, Marc C. Perrone, Paul F. Doyle & Glenn W. Bernsohn

Application No.:

09/844,790

RECEIVED

Filing Date:

April 26, 2001

JUL 12 2002

Name of Assignee:

DFS Linkages, Inc.

Technology Center 2100

Type of Assignee (e.g. corporation, partnership, university, government agency, etc.):

Corporation

The above-mentioned Assignee certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A. An assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached; OR

B. A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: Michael D. Doyle, Robert G. Hamilton, Marc C. Perrone, Paul F. Doyle,
Glenn W. Bernsohn

To: ProofSpace, Inc.

The document was recorded in the Patent and Trademark Office at

Reel: _____ and Frame: _____, or for which a copy thereof is attached.

2. From: ProofSpace Incorporated

To: Development Specialists, Inc.

The document was recorded in the Patent and Trademark Office at

Reel: _____ and Frame: _____, or for which a copy thereof is attached.

4. From: Development Specialists, Inc.

To: DFS Linkages, Inc.

The document was recorded in the Patent and Trademark Office at

Reel: _____ and Frame: _____, or for which a copy thereof is attached.

 Additional documents in the chain of title are listed on a supplemental sheet. Copies of assignments or other documents in the chain of title are attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

The undersigned grants the attorney of record the power to insert on this Certificate any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, including the reel and frame number, for the above documents recorded at the United States Patent and Trademark Office and when made available by the United States Patent and Trademark Office.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

6/17/02

Date

Signature

PAUL F. DOYLE

Name

GENERAL MANAGER

Title

ASSIGNMENT

Case No.: 00-178

Serial No.:

Inventors: Michael D. Doyle, Robert G. Hamilton, Marc C. Perrone, Paul F. Doyle and Glenn W. Bernsohn

Date of Execution
of Application:

Filing Date:

In consideration of One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt and sufficiency whereof are hereby acknowledged, the undersigned hereby assign to:

ProofSpace, Inc.

its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, entitled:

SYSTEM AND METHOD FOR GRAPHICAL INDICIA FOR THE CERTIFICATION OF RECORDS

and identified as:

Case No. 00-178

in the offices of McDONNELL BOEHNEN HULBERT & BERGHOFF and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension of such patents, and further assigns to said assignee the priority right provided by the International Convention.

The undersigned hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

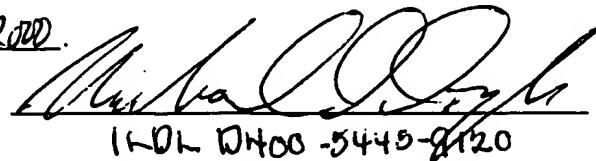
The undersigned hereby authorize and request the attorneys of record in said application to insert in this assignment the filing date and serial number of said application when officially known, and the date of execution of the application.

The undersigned warrant themselves to be the owners of the entire right, title and interest in said invention or improvements and to have the right to make this assignment, and further warrant that there are no outstanding prior assignments, licenses, or other encumbrances on the interest herein assigned.

For said considerations the undersigned hereby agree, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation and substitute applications for said invention or improvements, and any necessary oath, affidavit or declaration relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns may deem necessary or expedient, and for the said considerations the undersigned authorize said assignee to apply for patents for said invention or improvements in its own name in such countries where such procedure is proper and further agree, upon the request of said assignee, its successors and assigns, to cooperate to the best of the ability of the undersigned with said assignee, its successors and assigns, in any proceedings or transactions involving such applications or patents, including the preparation and execution of preliminary statements, giving and producing evidence, and performing any and all other acts necessary to obtain, maintain and enforce said Letters Patent, both United States and foreign, and vest

all rights therein hereby conveyed in the assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by the said assignee, its successors and assigns, to the full end of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

WITNESS my hand and seal this 18th day of April, 2000.

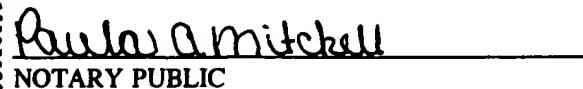
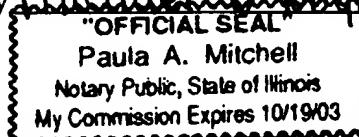


14DL W400-5445-8120

State of Illinois

County of DuPage

The foregoing instrument was acknowledged before me this 18th day of
April, 2000 by Michael D. Boyle



Paula A. Mitchell

NOTARY PUBLIC

WITNESS my hand and seal this _____ day of _____.

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of
_____, _____ by _____

NOTARY PUBLIC

all rights therein hereby conveyed in the assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by the said assignee, its successors and assigns, to the full end of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

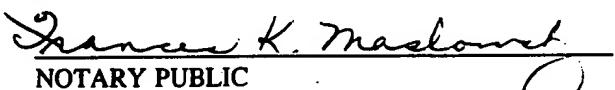
WITNESS my hand and seal this 12 day of April 2000



State of Ill

County of Cook

The foregoing instrument was acknowledged before me this 12 day of
April 2000 by ROBERT G. HAMILTON



Frances K. Maslowsky

NOTARY PUBLIC

WITNESS my hand and seal this 12 day of April 2000



State of _____

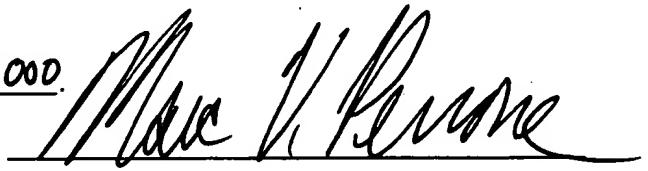
County of _____

The foregoing instrument was acknowledged before me this _____ day of
_____, _____ by _____

NOTARY PUBLIC

all rights therein hereby conveyed in the assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by the said assignee, its successors and assigns, to the full end of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

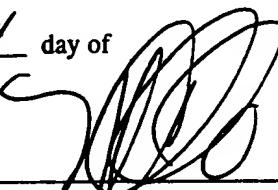
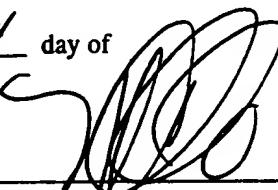
WITNESS my hand and seal this 14 day of April, 2000.



State of WI

County of Milwaukee

The foregoing instrument was acknowledged before me this 14 day of
April, 2000 by Marc V. Perrone


NOTARY PUBLIC
2-16-2003

WITNESS my hand and seal this _____ day of _____.

State of _____

County of _____

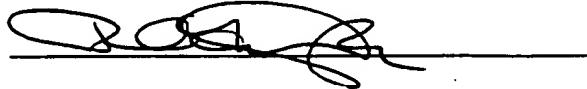
The foregoing instrument was acknowledged before me this _____ day of

_____, _____ by _____

NOTARY PUBLIC

all rights therein hereby conveyed in the assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by the said assignee, its successors and assigns, to the full end of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

WITNESS my hand and seal this 18 day of April, 2000.



State of Ill

County of Cook

The foregoing instrument was acknowledged before me this 18 day of
April, 2000 by PAUL F. DOYLE

Frances K. Maslowsky

NOTARY PUBLIC

WITNESS my hand and seal this _____ day of _____.



State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of

_____, _____ by _____

NOTARY PUBLIC

all rights therein hereby conveyed in the assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by the said assignee, its successors and assigns, to the full end of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

WITNESS my hand and seal this 18 day of APRIL, 2000

Glenn W. Bernsohn

State of Ill

County of Cook

The foregoing instrument was acknowledged before me this 18 day of
APRIL 2000 by GLENN W. BERN SOHN

Frances K. Maslowsky
NOTARY PUBLIC

WITNESS my hand and seal this 18 day of April, 2000.



State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of

_____, _____ by _____

NOTARY PUBLIC

TRUST AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS
OF PROOFSpace INCORPORATED

THIS TRUST AND AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS, is made and entered into this 17th day of September, 2001, by and between PROOFSpace INCORPORATED, a Delaware corporation, located at 1755 S. Naperville Rd. Wheaton IL 60187, c/o Eolas Development Corp., (hereinafter referred to as "PROOFSpace") and John C. Wheeler, of DEVELOPMENT SPECIALISTS, INC., located at 70 West Madison Street, Suite 2300, Chicago, Illinois 60602-4205 (hereinafter referred to as the "Trustee-Assignee").

WITNESSETH:

WHEREAS, PROOFSpace is indebted to various persons, corporations and other entities and is unable to pay its debts in full, and has decided to discontinue its business, and is desirous of transferring its property to an Assignee for the benefit of its creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference or priority, except such priority as is established and permitted by applicable law;

NOW, THEREFORE, in consideration of PROOFSpace's existing indebtedness to its creditors, the express undertakings of the Trustee-Assignee and the mutual covenants contained herein, it is hereby AGREED:

1. Creation and Object of Trust. The name of this Trust shall be the "PROOFSpace Trust Agreement" and its object shall be the orderly liquidation of the assets and property of PROOFSpace, and the distribution of the proceeds therefrom to creditors of PROOFSpace in accordance with applicable law. PROOFSpace hereby nominates and appoints

John C. Wheeler as Trustee-Assignee to carry out the purpose of this Trust in accordance with its terms and conditions. The Trustee-Assignee shall have the powers and duties hereinafter set forth, and shall receive reasonable compensation for his services and reimbursement of his expenses, including, but not limited to reimbursement of his attorneys' fees and costs. The Trustee-Assignee may serve without bond. In the event of death, inability or refusal to act, or the resignation of John C. Wheeler, as Trustee-Assignee, then, in any such event, Steven L. Victor also of Development Specialists, Inc., is hereby appointed as Successor Trustee-Assignee with all the duties, rights, and powers herein imposed upon and granted to John C. Wheeler, as original Trustee-Assignee.

2. Transfer of Assets. PROOFSPACE does hereby grant, convey, assign, transfer and set over to the Trustee-Assignee, and his Successor Trustee-Assignee, all property and assets of PROOFSPACE, whatsoever and wheresoever situated, which are now, or ever have been, used in connection with the operation of PROOFSPACE's business. The property and assets transferred shall include, without limitation, if any such assets exists, all real and personal property, tangible and intangible, including, without limitation, all cash on hand, bonds, bank accounts, all accounts receivable, all furniture, fixtures, equipment, leasehold improvements, inventory, general intangibles, patents, insurance premium and/or policy refunds, trade names, trademarks, franchises, service marks, and causes of action. Title to the property and assets of PROOFSPACE shall immediately vest in the Trustee-Assignee for the use and purpose hereinafter set forth.

3. Powers and Duties of Trustee-Assignee. The Trustee-Assignee shall have, inter alia, the following powers, rights and duties:

- (a) To collect any and all accounts receivable owing to PROOFSPACE.
- (b) To sell, or otherwise dispose of, if such exists, all real property of PROOFSPACE in such manner as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to execute any and all documents necessary to effectuate a sale of said real property and to

convey title to same.

(c) To sell, or otherwise dispose of, if such exists, all tangible and intangible personal property of PROOFSpace, including, but not limited to, all of its machinery, equipment, inventory, service marks, trade names, trademarks, patents, franchises, causes of action and general intangibles, at private or public sale upon such notice and upon such terms as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to employ an auctioneer to conduct such a sale and to advertise such sale in such manner as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to execute bills of sale and any other documents necessary to convey title to PROOFSpace's personal property. The Trustee-Assignee shall have the power to enter into an agreement with any party to participate in a liquidation sale with the Trustee-Assignee hereunder for the benefit of creditors sharing in the profits from such sale.

(d) To employ attorneys, accountants, and such additional personnel to whatever extent may be necessary to handle the administrative details of this Trust.

(e) To require all creditors of PROOFSpace to whom a balance is now owing to submit verified statements of their accounts.

(f) To settle any and all claims against or in favor of PROOFSpace, with full power to compromise, or in the discretion of the Trustee-Assignee, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing against or in favor of PROOFSpace.

(g) To pay the creditors of PROOFSpace out of the monies which shall come into his hands as Trustee, according to the following priorities:

(1) First, all costs for the preservation of the Trust assets, including the maintenance and insurance thereon, the expenses of operation, and such other administrative expenses as shall be reasonably be incurred;

(2) Second, all costs and expenses incidental to the administration of the Trust, including the remuneration of the Trustee-Assignee and the payment of reasonable compensation for the services of attorneys for the Trustee-Assignee.

These costs and expenses shall include those incidental to the preparation and execution of this Trust Agreement. The Trustee-Assignee shall also have the right to pay an accountant reasonable compensation for services performed in connection with the administration of this Trust and the attorneys for PROOFSPACE for such services as shall be rendered in aid of the administration of this Trust and its property;

(3) Third, to the extent that such debts are entitled to priority payments under applicable law, all debts owing to the United States of America as of the date of this Trust Agreement, including, but not limited to, federal withholding tax, federal unemployment tax and other federal income, excise, property and employment taxes;

(4) Fourth, to the extent that such debts are entitled to priority payment under applicable law, all debts owing to the state as of the date of this Trust Agreement, including, but not limited to, state employment, property and income taxes;

(5) Fifth, all other debts owing as of the date of this Trust Agreement that are entitled to priority treatment and payment under applicable law;

Sixth, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, ~~pro rata~~ in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. The Trustee-Assignee shall make interim distributions whenever the Trustee-Assignee accumulates sufficient funds to enable him to make a reasonable distribution. No distribution shall be in an amount less than \$100,000, except the final distribution; and

The surplus, if any, of the Trust's funds, when all debts of the Trust shall have been paid in full, shall be paid and transferred to PROOFSPACE by the Trustee-Assignee. Provided, however, that to the extent applicable law requires payment of certain claims or class of claims in priority over and prior to payment of other claims in a priority other than as set forth above, such claims shall be paid in accordance with applicable law, and not in the priority set forth above.

(h) To do and perform any and all other acts necessary and proper for the orderly liquidation or other disposition, including, but not limited to, abandonment, of the assets and property of PROOFSPACE and the distribution of the proceeds derived therefrom to the creditors of PROOFSPACE.

4. Employment of Counsel of Trustee-Assigee. It is hereby represented and agreed by the parties that _____ of the law firm of _____ located at _____

_____, shall be employed to act as attorney for the Trustee-Assigee, and shall render such legal services as the Trustee-Assigee requires during the existence of this Trust. Additional special counsel may be retained by the Trustee-Assigee should he deem the same necessary to prosecute or defend any legal or equitable action or to perform such other duties as may be required in the circumstances.

5. Rights of Creditors. All rights and remedies of the creditors against any surety or sureties for PROOFSPACE are hereby expressly reserved and nothing herein contained shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for all or any part of their claims against PROOFSPACE, or from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien or other security which they now hold on any property, creditors or effects of PROOFSPACE.

6. Administration of Trust. This Trust shall be administered out of court. The Trustee-Assigee shall, however, have the right to ask any court of competent jurisdiction for a declaratory judgment or such other relief as the Trustee-Assigee may deem necessary, if, in his opinion, said action is desirable in connection with any dispute or claim arising hereunder.

7. Liability of Trustee-Assigee. It is understood and agreed that the Trustee-Assigee is to assume no personal liability or responsibility for any of his acts as Trustee-Assigee herein, but his obligation shall be limited to the performance of the terms and conditions of the Trust Agreement, in good faith and in the exercise of his best judgment.

8. Warranties of PROOFSPACE INCORPORATED. PROOFSPACE hereby warrants as follows:

(a) The list of creditors delivered concurrently herewith to the Trustee-Assignee is complete and correct as reflected by the books and records of PROOFSPACE, or through its officers and directors, as to names of said creditors, their addresses and the amounts due them.

(b) PROOFSPACE, through its officers and directors, shall perform any and all acts reasonably necessary and proper to assist the Trustee-Assignee in the orderly liquidation of PROOFSPACE's assets and the collection of monies owing to PROOFSPACE, and in the distribution of said monies and the proceeds of asset sales to PROOFSPACE's creditors; provided, however, the officers and directors of PROOFSPACE shall only provide such assistance to the Trustee-Assignee to the extent, and on the condition that, they are reasonably compensated for such services.

9. Acceptance by Trustee-Assignee. The Trustee-Assignee does hereby accept the Trust herein created and agrees to faithfully perform the same according to the best of the Trustee-Assignee's skill, knowledge and ability. It is understood that the Trustee-Assignee shall receive reasonable compensation for his services rendered in connection with this Trust.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year
first above written.

PROOFSPACE INCORPORATED
(Name of Assigning Company)

By:

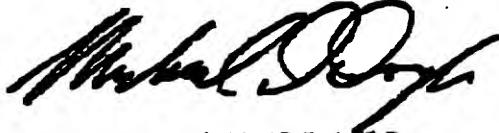


Digital Signature of Michael D. Doyle, Ph.D.
Using the Adesoo Avenue (PK) Software PPK System
Validation certificate available at
<https://www.doyles.com/mike/michaeldoyle.ppk>

Digitally signed by Mike Doyle
Date: 2001.09.17 01:36:28 -06'00'
Reason: ProofSpace Assignment for Benefit of Creditors

Its Chairman of the Board of Directors

Attest:



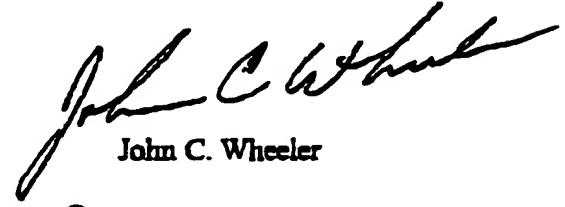
Digital Signature of Michael D. Doyle, Ph.D.
Using the Adesoo Avenue (PK) Software PPK System
Validation certificate available at
<https://www.doyles.com/mike/michaeldoyle.ppk>

Digitally signed by Mike Doyle
Date: 2001.09.17 01:37:08 -06'00'
Reason: ProofSpace Assignment for Benefit of Creditors

Its Acting Secretary

ACCEPTANCE

I, John C. Wheeler, the Trustee-Assignee hereinabove named, do hereby accept the Trust hereinafter set forth, not individually, but as Trustee-Assignee, subject to the conditions set forth above.



John C. Wheeler

At Chicago, Illinois, this 11 day of September 2001

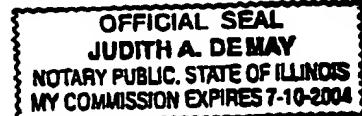
Subscribed and Sworn to
before me the 19 day
of September 2001.



Judith A. DeMay

NOTARY PUBLIC

This instrument prepared by:



**ACTION BY BOARD OF DIRECTORS
AND SHAREHOLDERS**

We, the undersigned*, being all members of the Board of Directors (hereinafter referred to as the "Board") and a majority (or all) of the holders of the issued and outstanding equity securities of **PROOFSPACE INCORPORATED**, a Delaware corporation (hereinafter referred to as the "Company"), without a meeting upon other and further notice, the same being hereby waived, that the following actions be taken by the Company:

1. IT IS RESOLVED: That the Company is authorized to retain, as special counsel, David Crumbaugh of the law firm of Latham and Watkins, whose address is Sears Tower Suite 5800 Chicago, IL 60606.
2. IT IS FURTHER RESOLVED: That the Company shall enter into a Trust Agreement for the Benefit of Its Creditors and shall cause to be made an Assignment of its assets to this Trust with the object being an orderly liquidation of the Company's business and assets.
3. IT IS FURTHER RESOLVED: That the officers of the Company are hereby authorized and directed to execute and deliver all necessary papers and documents pertaining to the creation of the Trust and Assignment for the Benefit of Creditors to John C. Wheeler, as Trustee-Assignee, and said Trustee-Assignee shall be authorized to do any and all acts necessary in order to fully carry out the intent and purposes of such Trust Agreement and Assignment for the Benefit of Creditors.
4. IT IS FURTHER RESOLVED: That the officers of the Company are hereby authorized and directed to execute and deliver any and all other papers and documents, and to take any and all other acts which may be necessary in order to fully carry out the intent and purposes of the Trust Agreement and Assignment for the Benefit of Creditors.

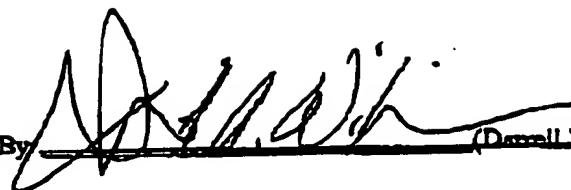


Digital signature of Michael D. Doyle, Ph.D.
Using the Adobe Acrobat GS Self-Sign PPK System
Verification certificate available at
<https://www.digicert.com/certs/michaeldoyle4097ca>

Digital signed by Mike Doyle
Date: 2001.09.17 01:37:48 -06'00'
Reason: ProofSpace Assignment for Benefit of Creditors

DATED: 9/17/2001 By: _____ (Michael D. Doyle, Director)

DATED: 9/17/2001

By  (Dorell Williams, Director)



Handwritten signature of Michael D. Doyle, Ph.D.
Chairman of the Board, President, CEO and Chief Executive Officer
of Michael Doyle, Inc.
<http://www.michaeldoyle.com>

Digitally signed by Mike Doyle
Date: 2001.09.17 01:38:24 -0500
Reason: Free/Grace Assignment for Benefit of Creditors

DATED: 9/17/2001

By: 
(Michael D. Doyle, for Fales
Development Corporation, Majority Shareholder)

- This Action By Board Of Directors And Shareholders may be executed in counterparts, and when taken together, the counterparts shall constitute one original document.

BILL OF SALE

THIS BILL OF SALE, dated February, 15, 2002, is given to DFS Linkages, Inc., a Michigan corporation (the "Purchaser") by John C. Wheeler, solely in his capacity as Trustee-Assignee of ProofSpace, Inc., a Delaware Corporation (the "Seller").

In consideration of the payment made by the Purchaser to Seller in the amount of \$72,500.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells and assigns all of Seller's right, title, and interest in, to and under the assets listed on Exhibit "A" attached hereto, including, without limitation, the copyrights therein and all goodwill associated therewith, to Purchaser.

PURCHASER OR ITS DESIGNEE IS ACQUIRING THE ASSETS "AS IS, WHERE IS" WITH ALL FAULTS AND DEFECTS (INCLUDING DEFECTS OF TITLE) AND SUBJECT TO ANY AND ALL LIENS, CLAIM, CHARGES, ENCUMBRANCES, SECURITY INTERESTS, RESTRICTIONS, AND OTHER INTERESTS. PURCHASER OR ITS DESIGNEE ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE AND DOES NOT MAKE, AND SELLER SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE NATURE, QUALITY OR CONDITION OF THE ASSETS. PURCHASER OR ITS DESIGNEE ACKNOWLEDGES THAT PURCHASER, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE ASSETS, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE ASSETS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY ANY OTHER PARTY. PURCHASER OR ITS DESIGNEE FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY SELLER WITH RESPECT TO ANY INFORMATION SUPPLIED BY SELLER CONCERNING THE ASSETS AND THAT SELLER MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT PURCHASER SHALL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF. PURCHASER OR ITS DESIGNEE ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS

PARAGRAPH ARE AN INTERGRAL PORTION OF THE BILL OF SALE AND ASSIGNMENT AND THAT SELLER WOULD NOT AGREE TO SELL THE ASSETS TO PURCHASER FOR THE PURCHASE PRICE CONSIDERATION WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH.

Seller agrees that, from time to time after the delivery hereof, it will, upon the reasonable request of Purchaser, and at Purchaser's sole expense, take all such reasonable actions and execute and deliver all such documents, instruments and conveyances which may be reasonably necessary, desirable or appropriate to carry out the provisions of this Bill of Sale and Assignment.

IN WITNESS WHEREOF, this Bill of Sale has been executed and delivered on the date first above written.

SELLER

By: J C Wheeler
John C. Wheeler, not individually, but solely
as the Trustee-Assignee for
ProofSpace, Inc.

PROOFSPACE, INC.

Assets Sold

1 All Patents

Method and System for Transient Key Digital Time Stamp

2 All Patents Applied For

System & Method for Graphical Indicia for the Certification of Records

System & Method for Widely Witnessed Proof of Time

Compact Digital Time Stamp System

Method and System for Data Integrity Certification

3 All owned or licensed software

Whatever they Maybe

4 All Source Codes developed/owned by ProofSpace

5 All Object Codes developed/owned by ProofSpace

6 All Trademarks and Copyrights

ProofSpace

ProofMark

All other trademarks, service marks, copyrights, etc. that may exist.

7 All Equipment

As listed on attached spreadsheet

8 All assets of ProofSpace in storage locker

**9 All assets of ProofSpace wherever they may exist except for any funds the Assignee
maintains for the administration of the Assignment.**

10 All Trade Secrets

11 All goodwill associated with all of the assets listed in paragraphs 1-10 above.

PROOFSPACE EQUIPMENT
as of January 29, 2002

<u>Type</u>	<u>Make</u>	<u>Model</u>	<u>SN</u>	<u>Cleaned</u>	<u>OS</u>
1 Desktop	Dell	OptiPlexGX1	4UMPJ	Y	Red Hat 7.1
2 Desktop	Dell	OptiPlex GX1	6P3Q00B	N	
3 Server	Dell	OptiPlex GX1	554WA	N	
4 Server	Dell	Precision 410	2XA7G	N	
5 Desktop	Dell	OptiPlex GX1	DGSPA	N	
6 Server	Dell	Dimension XPST500	7EY48	N	
7 Server	Dell	Dimension XPST 500	CU7HT	N	
8 Printer	HP	4050TN	USCC119950	NA	NA
9 Laptop	Dell	Latitude CS	694GA	Y	Win 2000
10 Laptop	Dell	Latitude	F8UXL	Y	Win 2000
11 Laptop	Dell	Latitude	4UMQL	Y	
12 Firewall	Watchguard	Firebox II		NA	
13 Desktop	Dell	Dimension XPST500	76HDA	Y	Win 2000
14 Server	Dell	Dimension XPS	B46A0	Y	Red Hat 7.1
15 Server	Dell	OptiPlex GX1	55531	no hard drive	
16 Router	Cisco			NA	
17 Server	PowerSpec	PX233	20211098143	disassembled	
18 Crypto	nCipher	nf75KMIC	01-521497	NA	
19 Crypto	nCipher	nf76KMIC	01-521332	NA	
20 Crypto	nCipher	nf75KMIC	01-521499	NA	
21 Crypto	nCipher	nf75KMIC	01-5211501	NA	
22 Monitor	Dell	UltraScan P991	8376TC3FS5C9	NA	
23 Desktop	Dell	OptiPlex GX1	GADZ0	Y	Red Hat 7.1
24 Laptop	Dell	Latitude	4CHUF	Y	Red Hat 7.1
25 Monitor	Dell	UltraScan P991	7015843	NA	